

**INTER-GOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF SABINE
AND
SABINE AREA CAREER CENTER**

STATE OF TEXAS

COUNTY OF SABINE

This Agreement between the COUNTY OF SABINE, TEXAS, whose address is, 201 Main Street, Hemphill, Texas 75948 hereinafter referred to as "County" and the SABINE AREA CAREER CENTER whose address is 103 Sloan Street, Pineland, Texas 75968, hereinafter referred to as SACC, is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Texas General Land Office in the amount of \$389,574.00 of which \$348,574.00 (Construction & Engineering) is being applied on behalf of SACC.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will construct a classroom facility adjacent to the existing SACC building for the purpose of conducting diesel mechanic training classes, and to furnish equipment needed to conduct these training classes.

WHEREAS, the County and SACC are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the SACC as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

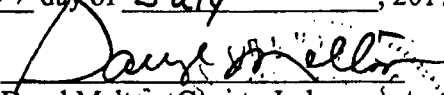
1. The Project Engineer shall coordinate with the County and SACC on all plans and specifications.
2. Prior to the bidding process, the Project Engineer shall submit specifications to the County and the SACC for approval.
3. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
4. The SACC will fully and satisfactorily perform all of its obligations under the terms of this contract.
5. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the SACC shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or

suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.

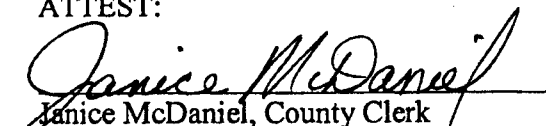
6. The County and/or the SACC may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
7. The parties further agree that all land purchases and improvements placed thereon, and all facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the SACC shall be conveyed in fee simple to the SACC by the County upon completion of the grant contract or as needed for equipment. In consideration therefore, the SACC agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said facilities and provide insurance coverage for such.
8. This is a good faith effort between the County and the SACC to accommodate and assist the citizens of the County and the surrounding area, as well as the students of the five (5) participating school districts by providing improved career training to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Texas General Land Office, the same being incorporated herein by reference the same as if fully set forth in this Contract.

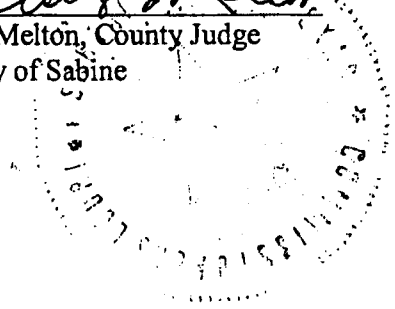
COUNTY OF Sabine

WITNESS OUR HANDS effective this 10 day of July, 2017.


Daryl Melton, County Judge
County of Sabine

ATTEST:


Janice McDaniel, County Clerk
County of Sabine



Sabine Area Career Center

WITNESS OUR HANDS effective this _____ day of _____, 2017.

President
Sabine Area Career Center

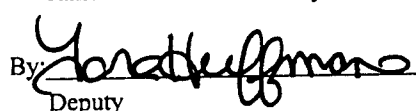
ATTEST:

The State Of Texas §
County Of Sabine §

I hereby certify that these documents were filed and duly recorded in the Commissioner Court Minutes of Sabine County, Texas.

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Janice McDaniel ~ County Clerk



By: 
Deputy

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